

A SUBSTITUTE RESOLUTION

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND BETTERWAY RENT A CAR, INC., D/B/A BUDGET RENT A CAR OF ATLANTA FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

WHEREAS, a new agreement with Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta is required and will link Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
2. This agreement includes a service facility on Car Rental Row containing approximately 2.581 acres of land, 112,425 sq. ft. of building and 334 sq. ft. of counter space located in the Main Terminal of the airport.
3. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot per year.
4. A Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$1,833,932.
5. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others

in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

6. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
7. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta patrons to and from the Airport. Shuttle buses used in transporting Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta.